



DUMFRIES, VIRGINIA

Virginia's Oldest Continuously Chartered Town
CHARTERED 1749 INCORPORATED 1961

John Wilmer Porter Building
17755 Main Street
Dumfries, Virginia 22026-2386
Tel: 703-221-3400 / Fax: 703-221-3544
www.dumfriesva.gov

Request for Bids

Department of Public Works

PW 16-002

“On Call”

**Roadway Maintenance, Stormwater Maintenance,
Snow Removal Services, Tree Services, Minor Town
Maintenance Services, Mowing and Trimming Services.**

May 15, 2015

Prepared by:

Town of Dumfries
Department of Public Works
17755 Main Street Dumfries, VA. 22026
(703) 221-3400 / Fax (703) 221-3544

**Town of Dumfries Request for Bids
For “On Call” Roadway Maintenance,
Stormwater Maintenance, Snow Removal Services,
Tree Services, Minor Town Maintenance Services,
Trimming and Mowing Services**

Date: **May 15, 2015**

Bid Request:

Bids will be received by U. S. Postal Service, Parcel Delivery Services, or Email to the Attention of Richard Paul West, Director of Public Works, 17755 Main Street Dumfries, Virginia 22026, until close of business **May 26, 2015**. The Bid is for Services to be performed, consisting of Labor, Equipment and Supplies for Municipal Support.

Any questions regarding this Bid are to be directed to (703) 221-3400 or:

Richard West – Director of Public Works – rwest@dumfriesva.gov
Terry Myers – Assistant Director of Public Works - tmyers@dumfriesva.gov

TOWN OF DUMFRIES

CONTRACT FOR GOODS, SERVICES AND INSURANCE

This Contract (DPW 12-01) is entered into on and as of, _____ by and between the Town of Dumfries, a Municipal Corporation of the Commonwealth of Virginia (hereinafter, "the Town"), _____ and (hereinafter, "Contractor"), tasks involving, **"On Call"**

Roadway Maintenance, Stormwater Maintenance, Snow Removal Services, Tree Services, Minor Town Maintenance Services, Trimming and Mowing Services for the Town of Dumfries as specified in **Exhibit "A"** on the following terms and conditions:

DEFINITIONS

As used in this Contract the terms are defined as follows:

1. "Town" shall mean the Town of Dumfries, Virginia, the Council of the Town of Dumfries, Virginia, or the using department identified below and authorized by the Council of the Town of Dumfries to enter into this Contract.
2. "Using Department" for purposes of this Contract shall mean the Public Works Department.
3. "Contract Administrator" assigned to administer the Contract for the Town of Dumfries is the Dumfries Town Manager or his designee.
4. "Contractor" shall mean _____ whose authorized representative is _____ (hereinafter, "Contractor's Contract Representative"). The Contractor's Contract Representative shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of the Contractor. The Contractor may change its authorized representative by notice to the Town.
5. "Estimate" shall mean an opinion of probable construction or other cost made by the Contractor. The accuracy of a probable construction or other cost opinion cannot be guaranteed.
6. "Task Order" shall mean an order for preparation of estimate and/or an authorization to do work or a project for the Town.

CONTRACT PERIOD

The work to be performed under this contract shall be for one year from the date of award and may be renewed for (4) four (1) one year periods upon mutual consent. The work to be performed under this contract will begin on the date this contract is signed, and will be provided with reasonable diligence and expediency consistent with sound professional practices and that time is of the essence in the completion of any services under this Contract. The Contractor will complete the tasks involving, "On Call" Roadway Maintenance, Stormwater Maintenance, Snow Removal Services, Tree Services,

Minor Town Maintenance Services, Trimming and Mowing Services for the Town of Dumfries within a mutually agreed upon time per task.

Should the Contractor at any time discern that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing. The Town understands, however, that the Contractor's performance must be governed by sound professional practices.

PROVISION OF SERVICES

The Contractor hereby agrees to furnish and install all labor, equipment, and materials for the tasks involved in the assigned maintenance duties for The Town of Dumfries as set forth in this Contract or any future amendment to this Contract and in accordance with the general terms, conditions and specifications set forth in this contract.

1. SCOPE OF WORK—CONTRACTOR RESPONSIBILITIES:

A. General Requirements

The contractor will be responsible for, "On Call" Roadway Maintenance, Stormwater Maintenance, Snow Removal Services, Tree Services, Minor Town Maintenance Services, Trimming and Mowing Services.

CONTRACT AMOUNT

Contract price shall be fixed as noted in the Schedule of Prices in **Exhibit "C"** as reflected in the Contractor's response to the request for proposal. The Contractor shall furnish labor and equipment as reflected in **Exhibit "A"**. All incidental costs including, but not limited to, travel, telephone, and photographs, is included in the bid amount submitted to the Town.

Invoices will be paid within thirty (30) days after approval by the Town. In no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill.

TIME OF ESSENCE AND COMPLETION

Time shall be of the essence to this Contract where it is herein specifically so provided.

The Contractor shall provide the goods, services described herein and the insurance according to the schedule in **Exhibit(s) "A", "B", and "C"**.

The Town of Dumfries desires that the Contractor provide the services provided as stated in this contract within a mutually agreed upon time per task from the date of this Contract.

Should the Contractor at any time discern that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing. The Town understands, however, that the Contractor's performance must be governed by sound professional practices.

OTHER PAYMENTS; EXPENSES; TAXES

The Town will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Contract except as stated herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state, or federal governmental agency, Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs, and expenses, including, but not limited to, attorney's fees incurred thereby.

INSURANCE

The Contractor shall be required to maintain insurance to insure against the risks, which are identified herein. Except as the Town may otherwise agree, any insurance required hereby shall be in accordance with and shall conform to the requirements set forth in **Exhibit B**, with appropriate insurance certificates delivered prior to the commencement of construction. Notwithstanding any other provision of this Contract or any other document, acceptance by the Town of such certificates shall satisfy all insurance requirements for so long as this Contract and any extensions shall be in effect. Contractor recognizes that the Town must be reasonably satisfied with the insurance certificates provided.

1. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting directly from any action, omission, commission, or operation by the Contractor under the Contract, or in connection in any way whatsoever with the contracted work, where and to the extent the Contractor is legally responsible for the damage incurred. (This paragraph is not intended to expand in any way Contractor's potential liability under applicable existing law).
2. The Contractor shall, during the continuance of all work under the Contract, provide and agree to maintain the following unless omitted from the attached "Insurance Checklist."
 - a. Workers' Compensation and Employers' Liability Insurance equal to that of the Commonwealth of Virginia, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or Subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereafter enacted, but no Contractor insurance shall be required if Contractor's employees do not enter the Town of Dumfries on Town business related to this project

and the insurance of subcontractors where employees do so enter is found sufficient by the Town.

- b. General Liability Insurance in the amount prescribed by the Town, to protect the Contractor, its Subcontractors, and the interest of the Town, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form General Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one (1) year after completion of work.
 - c. Contractor must obtain Automobile Liability Insurance, including property damage, covering all owned, non-owner, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
3. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
4. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VIII or other insurance reasonably acceptable to the Town.
5. It is understood and agreed that the Contractor is at all times herein acting as an Independent Contractor.
6. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Contract Administrator, or designee, before any work is started.
7. The Contractor will secure and maintain copies of all insurance policies of its Subcontractors which shall be made available to the Town on demand.
8. The Contractor will include, on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) days of demand by the Town. These certified copies will be sent to the Town from the Contractor's insurance agent or representative.
9. No change, cancellation (other than noted below), or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the Contract Administrator. Notice for cancellation due to nonpayment of premium must be provided to the Contract Administrator within fifteen (15) days. The Contractor shall furnish a new certificate prior to any change or cancellation date. **THE FAILURE OF THE CONTRACTOR TO DELIVER A NEW AND VALID CERTIFICATE OF INSURANCE IS GROUNDS FOR TERMINATION OF THE CONTRACT PURSUANT TO SECTION 14 (Termination for Default).**

10. Insurance coverage required hereunder shall be in force throughout the construction period. SHOULD THE CONTRACTOR FAIL TO PROVIDE ACCEPTABLE EVIDENCE OF CURRENT INSURANCE WITHIN TEN (10) DAYS OF WRITTEN NOTICE AT ANY TIME DURING THE CONTRACT TERM, THE TOWN SHALL HAVE THE ABSOLUTE RIGHT TO TERMINATE THE CONTRACT PURSUANT TO SECTION 14 (Termination for Default).
11. Compliance by the Contractor and any Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor or any Subcontractors of their liabilities and obligations under this Contract.
12. The Town may and will, if requested by Contractor, reasonably accept insurance certificates provided by subcontractors or partners of the Contractor covering risks and hazards relating to work to be performed by such subcontractor and partners, in lieu of insurance certificates provided by Contractor. However, the Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractors.
13. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and the Town. The Contractor shall be as fully responsible to the Town for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.
14. Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property.
15. In the event that the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Contract Administrator, or designee, may be considered.
16. Professional Errors and Omissions Insurance. The Contractor shall maintain a policy with limits of not less than \$1,000,000.00 each claim/aggregate.
17. Nothing herein contained shall prevent the Contractor from taking out any other insurance for protection of its interest which it deems available and necessary.

ASSIGNABILITY OF CONTRACT

Neither this Contract nor any part hereof shall be assigned to any third party without the Town's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any transfer of the Contract shall be in accordance with state law requirements.

This Contract shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Contract shall terminate immediately at the election of the other party.

MODIFICATIONS OR CHANGES TO THIS CONTRACT

All modifications and changes to the Contract shall be in writing, signed by both the Town and the Contractor.

The Contract Administrator, with the concurrence of Town Council, shall have the authority to order changes in the provisions of this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance of the construction provisions of this Contract; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor shall make a demand for payment for completed changed work within thirty (30) days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services or prepayment is reasonably required by Contractor. Later notification shall not bar the honoring of such claim or demand unless the Town is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

SUBCONTRACTING

The Contractor may not subcontract any work required under this Contract without the consent of the Town which consent shall not be unreasonably withheld or delayed. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Contractor is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractor.

EMPLOYMENT DISCRIMINATION—CONTRACTS OVER \$10,000

In the event this Contract price is in excess of ten thousand dollars (\$10,000), then during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.

3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
4. The Contractor will include the provisions of this Contract paragraph in every subcontract or purchase order over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.
5. In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each subcontractor to do so.

TAX EXEMPTION

The Town of Dumfries is exempt from the payment of the contractor's Federal excise or Virginia Sales tax. However, when under established trade practice any such tax is included in Contractor's list price, the Contractor shall show the list price and shall show separately the amount of tax as a flat sum that will not be paid by the Town.

RIDER CLAUSE

The contract may be extended, with the authorization of the Contractor, to other public bodies, public Agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment.

VIRGINIA PUBLIC PROCUREMENT ACT

In accordance with requirements of the Virginia Public Procurement Act, §§ 2.2-4300 through 2.2-4437 as amended.

Virginia Public Procurement Act

Pursuant to the requirements of the Virginia Public Procurement Act, Section 2.2-4300 through 2.2-4377 of the Code of Virginia, 1950, as amended, the Contractor hereby agrees as follows:

In accordance with Virginia Code Section 2.2-4354(1), Contractor shall take one of the following courses of action within seven (7) calendar days after receipt of amounts paid to Contractor by Town for work performed by any Contractor under this Contract:

1. Pay any and all Contractor s for the proportionate share of the total payment received from Town attributable to all work performed by such Contractor (s) under this Contract; or
2. Notify Town and the appropriate Contractor (s), in writing, of Contractor's intention to withhold all or part of said Contractor (s) payment with the reason for nonpayment.

In accordance with Virginia Code Section 2.2-4354(2), Contractor shall provide its social security number (if an independent contractor) or federal employer identification number (if a corporation, partnership or proprietorship), as appropriate, with each application for payment.

In accordance with Virginia Code Section 2.2-4354(3), Contractor shall pay interest at the rate of one percent (1%) per month to any and all Contractor s on all amounts owed by Contractor that remain unpaid after seven (7) days following receipt by Contractor of payment from Town for work performed by any such Contractor under this Contract, except for payments withheld as allowed pursuant to above. Contractor's obligation to pay any interest to any Contractor pursuant to the provisions of this subparagraph may not be construed to be an obligation of Town, nor shall a contract modification be made for the purpose of providing reimbursement from Town to Contractor for such interest. This prohibition, however, shall not be construed as a prohibition on Contractor from claiming and collecting interest from Town whenever Contractor is otherwise entitled to claim and collect said interest.

In accordance with Virginia Code Section 2.2-4354(4), Contractor shall include in any and all subcontracts a provision requiring each Contractor to include or otherwise be subject to the same payment and interest requirements as exist between Contractor and its Contractors with respect to each lower-tier Contractor.

In accordance with Virginia Code Section 2.2-4311, during the performance of this Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
3. Contractor shall include the provisions of the foregoing subsections (1) and (2) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Contractor or vendor.

In accordance with Virginia Code Section 2.2-4312, during the performance of the Contract, Contractor agrees as follows:

1. Contractor shall provide a 'drug-free' workplace for its employees.
2. Contractor shall post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
4. Contractor shall include the provisions of the foregoing subsections (1), (2), and (3) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Contractor or vendor.

TERMINATION FOR CONVENIENCE OF THE TOWN

The parties agree that the Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator shall determine that conditions outside of the control of the Town exist, such as legal or regulatory directives, or otherwise, for which no practical remedy exists, for good cause that such termination is in the best interest of the Town. Termination, in whole or in part, shall be effected by delivery to and receipt by Contractor of a Notice of Termination signed by the Contract Administrator or designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

2. Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice;
3. Terminate all subcontractors except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination; and
5. Use its best efforts to mitigate any damages, which may be sustained as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless an extension is granted by the Contract Administrator.

The Town shall pay reasonable costs of termination, including a reasonable amount for services delivered or completed and the fair market value of all services and/or equipment purchased by Contractor and installed by the Town. Fair market value shall be determined by an appraisal by a competent neutral appraiser, selected by the Town and approved by Contractor, whose approval will not be unreasonably withheld, conditioned, or delayed. The Contractor shall be responsible for the appraisal. The Contract Agent **shall not** be required to pay for any lost profits, or for the value of the customer database.

The Contractor shall include similar termination for convenience provisions in any subcontracts and make reasonable efforts to mitigate damages which may be suffered as a result of termination for convenience. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

TERMINATION FOR DEFAULT

Notwithstanding anything to the contrary herein, this Contract may be terminated upon the failure of the Contractor to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Contract. In such event, the Town may give notice to the Contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to make progress toward correcting such default within five business days after receipt of notification, the Town may terminate this Contract. This provision shall not limit the Town in exercising any other rights or remedies it may have.

INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, and volunteers from any and all claims, judgments, losses, damages, payments, costs, fines and or fees levied against the Town and expenses of every nature and description, including attorney's fees, arising out of or resulting from the lack of performance or the negligent performance of work as described in any agreement that results from this Contract. Further,

if any recipient of a contract subcontracts for work, they will enter into a contract with such subcontractor(s) which indemnifies, defends, and holds harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.

The Town, to the extent permitted by law, shall indemnify, defend, and hold harmless the Contractor and its officers, directors, agents, employees, representatives, and subcontractors from any and all claims, judgments, losses, damages, payments, costs and expenses of every nature and description, including attorneys' fees, arising out of or resulting from the negligent performance or willful misconduct of any Town officers, agents, employees, community representatives, volunteers, or subcontractors related to any work performed by such Town officers, agents, employees, community representatives, volunteers, or subcontractors related to any agreement that results from this Contract.

EXAMINATION OF RECORDS

The Contractor agrees that the Town or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract, on reasonable notice and at reasonable times, which records the Town will keep confidential, except as legally required.

The Contractor further agrees to include in any subcontract for more than ten thousand dollars (\$10,000) entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Town or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor involved in transactions related to such subcontract, or this Contract (in each case subject to confidentiality as noted above). The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

DISPUTES

The Contractor may submit disputes with respect to this Contract to be decided within fifteen (15) days from submission by the hearing officer designated by the Contract Administrator, who shall be responsible for an administrative appeals procedure for hearing protests filed pursuant to Section 2.2-4365 of the Code of Virginia as amended, and who shall reduce his decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. The pendency of any dispute shall not excuse the Contractor from performance under this Contract or any change order issued under it.

ETHICS IN PUBLIC CONTRACTING

Contractor hereby certifies that it has familiarized itself with Article 6 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377 of the Code of Virginia (1950) as amended, and that all amounts received or disbursed by it, pursuant to this procurement, are proper and in accordance therewith.

INTEGRATION CLAUSE

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods, insurance or services described herein.

NON-DISCRIMINATION

The Town of Dumfries does not discriminate against faith-based organizations on the basis of the organization's religious character, nor impose conditions that restrict the religious character of the faith-based organization, except as permitted by Virginia Code Section 2.2-4343.1 F., or that impair, diminish, or discourage the exercise of religious freedom by the recipients of goods, services, or disbursements by the Town.

PROJECT CONTROL AND REPORTS

The Contractor's project manager will meet as needed with the Contract Administrator for the purpose of reviewing progress and providing necessary guidance in solving problems that arise.

OWNERSHIP AND USE OF DOCUMENTS

The Contractor shall retain all of its records and supporting documentation relating to the Contract for three years, from the date of the final payment as in the contract, except that in the event the Contractor goes out of business during that period, it will turn over to the Town all of its records relating to the project. The Town shall have the right to use, sell, or give away these records in its sole discretion.

NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

For the Town:

Richard Paul West
Director of Public Works
Town of Dumfries
17755 Main Street
Dumfries, Virginia 22026

For the Contractor:

The Contractor agrees to comply with all provisions of this Contract, including without limitation all insurance requirements.

The Contractor shall be responsible for complying with any applicable Federal, state and municipal laws, codes and regulations that may be required under this Contract.

The Contractor and all Subcontractors and Sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

No portion of the work associated with this Contract may be subcontracted without the prior written approval by the Town or duly authorized agent of the Town. The Town recognizes that it may be in the best interest of the Contractor to subcontract some or all parts of the work of the Contract described herein; however, the Contractor shall be held responsible by the Town for the quality, delivery, and all terms and conditions of the Contract.

SET-OFF

In the event that Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof or after termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed by the Contractor against any compensation due the Contractor from the Town.

GOVERNING LAW

This Contract and all documents referred to herein shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any dispute arising out of the performance or non-performance of any obligation created by this Contract and all documents referred to herein shall be resolved in Prince William County General District Court or Prince William County Circuit Court in the Commonwealth of Virginia unless otherwise agreed upon and evidenced in writing by all parties.

SEVERABILITY

If any term or provision of this Contract shall be held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be enforced to the fullest extent permitted by law.

IN TESTIMONY WHEREOF, the Town of Dumfries has caused its name to be hereunto subscribed by Daniel E. Taber, Town Manager with its corporate seal hereunto duly affixed and attested by Dawn Hobgood, its Town Clerk, pursuant to authority heretofore duly granted by the Council of the Town of Dumfries; and _____ Contractor, has caused its name to be hereunto subscribed by _____, and its corporate seal hereunto duly affixed and attested by Notary _____, its _____, pursuant to a resolution wheretofores duly adopted by its Town Council, all as of the day and year first above written.

TOWN OF DUMFRIES

CONTRACTOR

Daniel E. Taber (Town Manager)

Its: _____

ATTEST:

ATTEST:

Dawn Hobgood (Town Clerk)

Its: _____

EXHIBIT “A”
LISTING OF POTENTIAL SERVICES REQUIRED
(This is not an exhaustive list)

All manpower and equipment necessary for the following:

- managing Town Projects*.
- office efficiency in AR/AP**.
- controlling project inventory.
- controlling manpower needs.
- equipment storage and security on the job(s).
- project safety of employees and others.
- infrastructure protection and location.
- establishing grades, elevations, and benchmarks.
- project layout.
- the rebuilding infrastructure of Town Streets.
- cleaning streets, gutters, and sidewalks.
- proper pothole repair.
- traffic control of project(s).
- material loading operations.
- construction debris removal.
- material hauling.
- rough in for placement of sidewalks and curbs.
- concrete repairs as requested.
- fence repair.
- fence installation.
- grading both rough and final elevation.
- detention and retention pond repair.
- re-establishing drainage ditches.
- installation of small storm sewer projects.
- repair of storm basins.
- repair of storm sewers.
- cleaning and clearing storm sewers.
- cleaning and clearing of storm basins.
- putting up celebratory signage.
- installing and repairing signage.
- minor equipment and mechanical repair.
- minor building repair.
- project refuse control.
- mowing Town Right of Way.
- mowing and trimming Town Property.
- mowing of non-compliant properties in town as directed.
- graffiti removal when needed.
- power washing.
- all types of landscaping.
- tree trimming operations.

- tree removal operations.
- stump removal.
- tree planting.
- shrub pruning and trimming.
- basic plumbing repair.
- basic carpentry repair.
- basic painting.
- assistance of Town Festivals when requested.
- assistance of Town Projects when requested.
- assistance to other Town Contractors when requested.
- assistance in maintenance of Town Inventories on hand.
- pick-up and delivery assistance to Town when requested.
- coordination and cooperation in other Town Projects.
- street sweeping waste disposal and weight records.
- snow fighting and de-icing operations***.

* Contractor must respond as necessary within 4 hours of **any** Emergency, “On Call”.

** Contractor’s Licenses – Class B, and a Dumfries Business License.

*** Contractor must respond as automatically when snow removal is necessary. This response will require an automatic response when there are three (3”) inches of snowfall in Dumfries in coordination with the Public Works Department. Contractor will have capability for applying de-icing agents.

Exhibit "B"
INSURANCE CHECKLIST

Unless otherwise agreed with the Town, the minimum limits of the Contractor's Liability coverage shall be as follows:

A. Workers' Compensation

- | | |
|---|---------------|
| 1. State | Statutory |
| 2. Applicable Federal | Statutory |
| 3. Employer's Liability | \$1,000,000 |
| 4. Benefits Required by Union Labor Contractors | As Applicable |

B. Comprehensive General Liability (including Contractor's Protective: Products and Completed Operations; Broad Form Property Damage): (Required)

- | | |
|---|--|
| 1. Bodily Injury: | |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Aggregate, Products
& Complete Operations |
| 2. Property Damage | |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Aggregate |
| 3. Products and Completed Operations Insurance will be maintained for a minimum period of one (1) year after completion of construction, and PSB will continue to provide evidence of such coverage to the Town for an annual basis during the aforementioned period. | |
| 4. Contractual Liability (Hold Harmless Coverage): | |
| Bodily Injury | |
| \$1,000,000 | Each Occurrence |
| Property Damage | |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Aggregate |
| 5. Personal Injury | |
| \$1,000,000 | Aggregate |

C. Comprehensive Automobile Liability (Owned, Non-Owned, Hired)

- | | |
|------------------|---------------|
| 1. Bodily Injury | |
| \$1,000,000 | Each Person |
| \$1,000,000 | Each Accident |

2. Property Damage
\$1,000,000

Each Occurrence

D. Professional Liability/ Errors and Omissions

Is the professional liability is written on a “claims made (Yes/No) or “occurrence” (Yes/No)

If it is “claims made,” Town requires that the coverage will be maintained in force by either the renewal of the policy or the purchase of an extended reporting form endorsement for at least three years from the completion of the contract.

Minimum limits are \$1,000,000 each claim/aggregate.

E. Other Instructions

The Town requires evidence of coverage be given to the Town in the form of a certificate of insurance and the “endeavor to” wording of the certificate of insurance needs to be deleted thereby obligating the agent and insurer to notify you in the event coverage is cancelled or non-renewed.

The Town requires that it be listed as an additional insured for purposes of the Contract being entered into with the Contractor for general liability and professional liability insurance. This additional insured status should be shown on an endorsement issued by the insurance company. The Town will not accept a notation on the certificate of insurance under the general liability and professional liability insurance. The Town will not be responsible for payment on this and/or these policies.

All policies should be written by insurers licensed to conduct business in the Commonwealth of Virginia and shall have an A. M. Best & Company financial rating of A- or better.

This insurance checklist is subject to the provisions of this Contract.

Exhibit "C"

Required Manpower, Equipment, and Material Cost Breakdown.

- | | |
|--|---------------------------------------|
| 1. Motor Grader – Caterpillar 12G or equivalent. | \$ _____ hour – owned ____ lease ____ |
| 2. Roller – ten (10) ton or heavier or equivalent. | \$ _____ hour – owned ____ lease ____ |
| 3. Water Truck – no less than 1,000 gallon capacity with gravity feed spray bar or equivalent (for water or calcium chloride application). | \$ _____ hour – own ____ lease ____ |
| 4. Bulldozer – Caterpillar D4 or equivalent. | \$ _____ hour – own ____ lease ____ |
| 5. Crawler Loader – Caterpillar 953 or equivalent. | \$ _____ hour – own ____ lease ____ |
| 6. Rubber Tire Backhoe – John Deere 510 or equivalent. | \$ _____ hour – own ____ lease ____ |
| 7. Skid Steer Loader S220 with forklift forks and a standard loader bucket or equivalent. | \$ _____ hour – own ____ lease ____ |
| 8. Compact Track Loader T250 or equivalent. | \$ _____ hour – own ____ lease ____ |
| 9. Single Axle Dump Truck – no less than 10 cubic yard capacity or equivalent. | \$ _____ hour – own ____ lease ____ |
| 10. Tandem Dump Truck – no less than 15 cubic yard capacity or equivalent (for deliveries to job site/staging areas only). | \$ _____ hour – own ____ lease ____ |
| 11. Mini-excavator – John Deere 35, or equivalent. | \$ _____ hour – own ____ lease ____ |
| 12. Excavator – John Deere 120, or equivalent. | \$ _____ hour – own ____ lease ____ |
| 13. Rubber Tired Loader – John Deere 544, or equivalent. | \$ _____ hour – own ____ lease ____ |
| 14. Grad-All, Single Axle, XL3100, or equivalent. | \$ _____ hour – own ____ lease ____ |
| 15. Bucket Truck – minimum 65' boom for Tree Trimming purposes. | \$ _____ hour – own ____ lease ____ |
| 16. Wood Chipper. | \$ _____ hour – own ____ lease ____ |
| 17. Stump Grinder. | \$ _____ hour – own ____ lease ____ |
| 18. Pickup Trucks – 4 X 4 – ¾ ton, minimum 90" hydraulic swivel/lift plow blades, with Material Spreader or Stone Chip Spreader or equivalent. | \$ _____ hour – own ____ lease ____ |
| 19. Dump Truck – Single Axle, with full sized Hydraulic Material Spreader with minimum 120" hydraulic swivel/lift Snow Plow Blade. | \$ _____ hour – own ____ lease ____ |
| 20. Tractor with Bush Hog and Sidebar Mower. | \$ _____ hour – own ____ lease ____ |
| 21. Trailers of sufficient size to effect mobilization of equipment. | \$ _____ hour – own ____ lease ____ |
| 22. Chain Saws of sufficient size to handle logs up to 36". | \$ _____ hour – own ____ lease ____ |
| 23. Weed Eaters. | \$ _____ hour – own ____ lease ____ |
| 24. Walk Behind Mowers. | \$ _____ hour – own ____ lease ____ |
| 25. Riding Mowers. | \$ _____ hour – own ____ lease ____ |
| 26. Push Mowers. | \$ _____ hour – own ____ lease ____ |
| 27. Billie Goat Blower or equivalent. | \$ _____ hour – own ____ lease ____ |
| 28. Gas Powered Pole Saw. | \$ _____ hour – own ____ lease ____ |
| 29. Pruners – both hook nosed, or shears equivalent. | \$ _____ hour – own ____ lease ____ |
| 30. Garden Hand Tools necessary to complete any and all tasks. | \$ _____ hour – own ____ lease ____ |
| 31. Skid Plate Vibrator/Compactor. | \$ _____ hour – own ____ lease ____ |
| 32. Mechanic Hand Tools necessary to complete any and all tasks. | \$ _____ hour – own ____ lease ____ |
| 33. Operators for heavy equipment. | \$ _____ hour – own ____ lease ____ |
| 34. CDL Drivers for Trucks. | \$ _____ hour – own ____ lease ____ |
| 35. Laborers – per each - sufficient to perform any and all tasks. | \$ _____ hour – own ____ lease ____ |
| 36. Tree Climbers. | \$ _____ hour – own ____ lease ____ |
| 37. Certified Flagmen. | \$ _____ hour – own ____ lease ____ |
| 38. Supervisor(s). | \$ _____ hour – own ____ lease ____ |

*Please **note** whether each piece equipment is own or rented and available on 4 hours' notice.